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Michael L. Montandon

Councilmen  
William E. Robinson  
Stephanie S. Smith  
Shari Buck  
Robert L. Eliason



City Manager  
Gregory E. Rose

*Northern Beltway*

**City Clerk's Office**

**Karen L. Storms, CMC, City Clerk**

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December 11, 2007

Elsa Mercenier  
Clark County Water Reclamation District  
5857 E. Flamingo Road  
Las Vegas, NV 89122

**SUBJECT: Interlocal Contract Sanitary Sewer Service - Northern Beltway Business Center (CNLV Contract No. C 6693)**

Dear Ms. Mercenier:

At their meeting on Wednesday, December 5, 2007, the City Council of North Las Vegas approved an Interlocal Agreement with Clark County Water Reclamation District for the purpose of providing sewer service to Northern Beltway Business Center located in the vicinity of El Campo Grande and Range Road.

Enclosed is a fully executed copy of the agreement for your files.

If you have any questions regarding this contract, please feel free to contact David Bereskin, Utilities Director, at 633-1242.

Sincerely,

Barbara A. Andolina  
Deputy City Clerk

Enc.

cc David Bereskin, Director of Utilities

## INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the <sup>5</sup>~~17~~th day of <sup>DECEMBER</sup>~~October~~, 200<sup>7</sup>~~6~~, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

### WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the DISTRICT provides sewage treatment at its own facilities; and

WHEREAS, CITY sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Northern Beltway Industrial Center L.L.C., 39.55 acres - existing industrial property; Parcel No. 123-28-301-011 which is within the boundaries of the CITY and beyond the corporate limits of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby DISTRICT will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to DISTRICT sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, CITY will require all

customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT. DISTRICT will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the CITY and obtain a CITY connection permit for issuance of a CITY building permit(s).

3. This agreement shall be for a term of fifty (50) years or when CITY sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

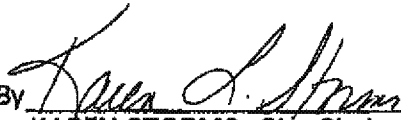
CLARK COUNTY WATER RECLAMATION DISTRICT

By   
RICHARD MENDES, General Manager

CITY OF NORTH LAS VEGAS

By   
MICHAEL L. MONTANDON, Mayor

ATTEST:

By   
KAREN STORMS, City Clerk

APPROVED AS TO FORM:

By   
SEAN MCGOWAN, City Attorney